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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MANHEIM AUTOMOTIVE FINANCIAL
SERVICES, INC.,

ORDER

09-CV-4357 (NGG) (RER)

Plaintiff,

-against-

FLEET FUNDING CORP., TEHCO
REALTY DEVELOPMENT CORP., ARIEL
TEHRANI, SAEID TEHRANI, and SHALA
TEHRANI,

Defendants.

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NICHOLAS G. GARAUFIS, United States District Judge.

On December 31, 2009, this court entered default judgment against Defendants in this breach of contract action. (See Order dated Dec. 31, 2009 (Docket Entry # 12).) The court referred the matter to Magistrate Judge Reyes for an inquest on damages. (Id.) Following his inquest, Judge Reyes issued a Report and Recommendation (“R&R”) recommending that Plaintiff be “awarded \$416,305.21 in principal, \$24,788.08 in prejudgment interest accrued through March 22, 2010, \$8,185.00 in outstanding fees, \$21,661.80 in attorneys’ fees, \$609.40 in costs and disbursements, for a total award of \$471,549.49, plus interest at the legal rate in effect on the date of this judgment.” (R&R (Docket Entry # 20) 17.) Judge Reyes further recommends that “the amount of prejudgment interest be increased by \$82.53 every day between the date of this Report and the entry of final judgment.” (Id.)

Plaintiff served Judge Reyes’s R&R on Defendants on March 22, 2010. (See Aff. of Service (Docket Entry # 21).) No party has objected to Judge Reyes’s R&R; and the time for doing so has now passed. See Fed. R. Civ. P. 72(b)(2). Having reviewed Judge Reyes’s

thoroughly reasoned R&R, the court **adopts** it in its entirety. See Urena v. New York, 160 F. Supp. 2d 606, 609-10 (S.D.N.Y. 2001) (“Portions of the R&R to which the parties have not objected are reviewed for clear error”). The Clerk of Court is **directed** to enter judgment in accordance with Judge Reyes’s R&R.

SO ORDERED.

Dated: Brooklyn, New York
April 22, 2010

s/Nicholas G. Garaufis
NICHOLAS G. GARAUFIS
United States District Judge